The rule stated in the leading case is supported by the decisions of the Federal courts, and of those of many of the States. *Irvine v. Irvine,* 9 Wall., 617; *Wilson v. Branch,* 77 Va., 65; *Cressinger v. Lessee of Welch,* 15 Ohio, 156; *Voorhees v. Voorhees,* 24 Barb., 150 (N. Y.); *Prout v. Wiley,* 28 Mich., 164. On the other hand, almost an equal number of courts hold that the deed must be disaffirmed by the infant within a reasonable time after reaching majority, and the reasonableness is to be determined in view of all the circumstances. *Kline v. Beebe,* 6 Conn., 494; *Hastings v. Dollarhide,* 24 Cal., 195; *Goodnow v. Lumber Co.,* 31 Minn., 468; *Searcy v. Hunter,* 81 Tex., 644. This seems to be the English rule. *Holmes v. Blogg,* 8 Taunt., 35; *Dublin Railway v. Black,* 8 Exch., 181. In some states this is a statutory provision. *Wright v. Germain,* 21 Ia., 585; *Bentley v. Greer,* 100 Ga., 35; *Johnston v. Gerry,* 34 Wash., 524. Where the facts are not disputed, the question of reasonableness is for the court. *Goodnow v. Lumber Co.,* 31 Minn., 468. Some courts hold that, while the deed must be disaffirmed within a reasonable time, as a matter of law the time fixed by the statute of limitations within which an action to recover land must be brought is a reasonable time. *Blankenship v. Stoat,* 25 Ill., 132.

INJUNCTION—DAMAGES—ATTORNEY'S FEES.—ALBERS COMMISSION CO. ET AL. V. SPENCER ET AL., 139 S. W., 321 (Mo.)—*Held,* that attorney's fees for services incurred by defendant in procuring the dissolution of a temporary injunction wrongfully sued out are a part of the damages, but where the injunction was dissolved below, the services of attorneys to resist its re-establishment on appeal, there being no *supersedeas,* cannot be recovered on the bond.

The weight of authority, as pointed out in *High on Injunctions,* Sec. 1685, sustains the right to recover attorney's fees paid in procuring the dissolution of an injunction. *Keith v. Henkleman,* 173 Ill., 137; *Wisconsin M. & F. Ins. Co. Bank v. Durner,* 114 Wis., 369; *Porter v. Hopkins,* 63 Cal., 53. And yet in the Federal courts the rule is well established that counsel fees are not a proper element of damage in a suit upon an injunction bond. *Missouri K. & T. Ry. Co. v. Elliott,* 184 U. S., 530; *in re Hines,* 144 Fed., 147. And such is the rule in a number of States. *Wisecarver v. Wisecarver,* 97 Va., 452; *Sensening v. Parry,* 113 Pa., 115. The majority of States refuse to extend the damages recoverable to counsel fees sustained after the injunction has been dissolved and an appeal taken. *Cors v. Tompkins,* 51 Ill., App. 315; *Elmwood Mfg. Co. v. Rankin,* 70 Ia., 403. And thus in *Neiser v. Thomas,* even though the dissolution was accompanied by a *supersedeas* bond. *French Piano Co. v. Porter,* 134 Ala., 302.

INSURANCE—FRATERNAL INSURANCE—PARTIES ENTITLED TO FUNDS.—ROYAL LEAGUE V. SHIELDS, 96 N. E., 45 (ILL.).—*Held,* that where a fraternal benefit association is organized to issue certificates for the benefit of the families, heirs, relatives of, or persons dependent on, the member, the designation of a person not within the classes enumerated is void and the funds go to the beneficiary designated by law. Vickers, Cartwright, and Farmer, JJ., *dissenting.*